

This Page Is Inserted by IFW Operations  
and is not a part of the Official Record

## **BEST AVAILABLE IMAGES**

Defective images within this document are accurate representations of the original documents submitted by the applicant.

Defects in the images may include (but are not limited to):

- BLACK BORDERS
- TEXT CUT OFF AT TOP, BOTTOM OR SIDES
- FADED TEXT
- ILLEGIBLE TEXT
- SKEWED/SLANTED IMAGES
- COLORED PHOTOS
- BLACK OR VERY BLACK AND WHITE DARK PHOTOS
- GRAY SCALE DOCUMENTS

**IMAGES ARE BEST AVAILABLE COPY.**

**As rescanning documents *will not* correct images,  
please do not report the images to the  
Image Problem Mailbox.**



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: James A. Proctor, Jr.

Application No.: 10/634,148      Group Art Unit: 2661

Filed: August 4, 2003      Examiner: Not assigned

Confirmation No.: 5101

Title: Forward Error Correction Scheme For High Rate Data Exchange In A Wireless System

CERTIFICATE OF MAILING OR TRANSMISSION	
I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, or is being facsimile transmitted to the United States Patent and Trademark Office on:	
<u>3-19-04</u>	<u>Jane Morgan</u>
Date	Signature
<u>JANE MORGAN</u>	
Typed or printed name of person signing certificate	

REVOCATION OF POWERS OF ATTORNEY  
AND APPOINTMENT OF NEW ATTORNEYS AND/OR AGENTS  
AND CHANGE OF CORRESPONDENCE ADDRESS

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Tantivy Communications, Inc., a Corporation duly organized under the laws of the State of Delaware, is the assignee of the entire right, title and interest in the above-identified application. Tantivy Communications, Inc. hereby appoints the attorneys and/or agents associated with:

**Customer No. 27975**  
Allen, Dyer, Doppelt, Milbrath & Gilchrist, P.A.  
255 South Orange Avenue, Suite 1401  
Orlando, Florida 32801

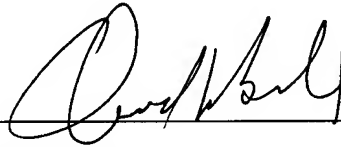
to prosecute the above-identified application and any divisions or continuations thereof and to conduct all business in the United States Patent and Trademark Office. All previously granted Powers of Attorney are hereby revoked.

A statement under 37 C.F.R. §3.73(b) is submitted herewith.

All correspondence should be sent to Customer No. 27975, Allen, Dyer, Doppelt, Milbrath & Gilchrist, P.A., 255 South Orange Avenue, Suite 1401, Orlando, Florida, 32801. Please direct all telephone calls to Michael W. Taylor, Esq. at (407) 841-2330, and all facsimile communications to (407) 841-2343.

Respectfully submitted,  
Tantivy Communications, Inc.

By

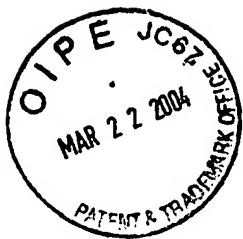


Donald M. Boles

Title Vice President, Intellectual Property

Date

3/18/12



Docket No. 2479.1030-005 (TAN98-27)

STATEMENT UNDER 37 C.F.R. § 3.73(b)

Inventor(s): James A. Proctor, Jr.

Application No./Patent No.: 10/634,148 Filed/Issue Date: August 4, 2003

For: Forward Error Correction Scheme For High Rate Data Exchange In A Wireless System

Tantivy Communications, Inc., a corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is

- A. ☒ the assignee of the entire right, title and interest in the patent application identified above; or
- B. ☐ an assignee together with [ ] of the entire right, title and interest in the patent application identified above.

The right, title and interest of the above-named assignee in the patent application identified above is established by virtue of:

- A. ☐ An assignment from the inventor(s) of the patent application identified above. The assignment was recorded in the Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s) of the patent application identified above, to the current assignee as shown below:

- From: James A. Proctor, Jr. To: Tantivy Communications, Inc.  
The document was recorded in the United States Patent and Trademark Office at Reel 9943, Frames 0756-0757, or a copy thereof is attached.
- From: Tantivy Communications, Inc. To: InterDigital Acquisition Corp.  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or a **copy thereof is attached.**
- By way of Merger of: InterDigital Acquisition Corp. Into: InterDigital Patent Corporation  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or a **copy thereof is attached.**
- From: InterDigital Patent Corporation To: Tantivy Communications, Inc.  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or a **copy thereof is attached.**

☐ Additional documents in the chain of title are listed on a supplemental sheet.

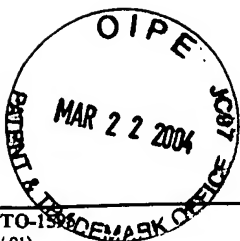
The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Date: 3/18/04

Name: Donald M. Boles

Title: Vice President/Intellectual Property

Signature:



# COPY

Form PTO-158 (Rev. 03/01)		RECORDATION FORM COVER SHEET		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
PATENTS ONLY					
OMB No. 0651-0027 (exp. 5/31/2002)					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof					
<b>1. Name of conveying party(ies):</b> Tantivy Communications, Inc.  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b> Name: <u>InterDigital Acquisition Corp.</u> Internal Address: _____ Street Address: _____  300 Delaware Avenue Suite 527  City: <u>Wilmington</u> State: <u>DE</u> Zip: <u>19801</u> Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>3. Nature of Conveyance:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>July 30, 2003</u>					
<b>4. Application number(s) or patent number(s):</b> If this document is being filed together with a new application, the execution date of the new application is: _____ A. Patent Application No.(s): <u>See attached sheets</u> B. Patent No.(s): <u>See attached sheets</u> Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Mary Anne Schofield</u> <u>FULBRIGHT &amp; JAWORSKI L.L.P.</u> Internal Address: <u>Atty. Dkt.: 301.060</u> Street Address: <u>801 Pennsylvania Avenue, N.W.</u>  City: <u>Washington</u> State: <u>DC</u> Zip: <u>20004-2623</u>		<b>6. Total number of applications and patents involved:</b> <u>248</u> <b>7. Total fee (37 CFR 3.41)</b> \$ <u>9,760.00</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized any underpayment to be charged to deposit account <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed) <b>8. Deposit account number:</b> <u>06-2375 (Atty. Dkt. No. 301.060)</u> (Attach duplicate copy of this page if paying by deposit account)			
<b>DO NOT USE THIS SPACE</b>					
<b>9. Statement and signature.</b> <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>  <u>Mary Anne Schofield</u> <u>Mary Anne Schofield</u> <u>February 26, 2004</u> Name of Person Signing Signature Date  Total number of pages including cover sheet, attachments, and documents: <u>12</u>					

**Recordation Form Cover Sheet**

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. ER147060265US, in an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: February \_\_\_\_, 2004

Signature: \_\_\_\_\_

Printed Name \_\_\_\_\_

# RECORDATION FORM COVER SHEET – CONTINUATION OF ITEM 4

Patent Numbers
6081536
6100843
6151332
6212220
6222832
6236647
6239756
6301291
6304214
6362790
6369770
6369771
6388999
6396456
6400317
6404386
6417806
6421336
6448938
6452913
6456835
6463074
6473036
6476773
6480157
6515635
6518920
6526034
6526281
6542481
6545990
6545994
6553032
6563809
6600456
6606057
6614776
6678260

# **RECORDATION FORM COVER SHEET – CONTINUATION OF ITEM 4**

<b>Filed United States Applications</b>
<b>Inventors:</b> Thomas Gorsuch and Carlo Amalfitano <b>Title:</b> <i>Dynamic Bandwidth Allocation to Transmit Wireless Protocol Across a Code Division Multiple Access (CDMA) Radio Link</i> <b>Filed:</b> 02/11/04; Continuation of 10/345,791 <b>Attorney Docket No.</b> 55302 CON5
<b>Inventors:</b> Thomas Gorsuch and Carlo Amalfitano <b>Title:</b> <i>Dynamic Bandwidth Allocation to Transmit Wireless Protocol Across a Code Division Multiple Access (CDMA) Radio Link</i> <b>Filed:</b> 02/11/04; Continuation of 10/345,791 <b>Attorney Docket No.</b> 55302 CON6

<b>Patent Application Numbers</b>
08992759
08992760
09088413
09088527
09158421
09210117
09263358
09288229
09301483
09301484
09313684
09328663
09384041
09384072
09388000
09400136
09443730
09447022
09467353
09482241
09497440
09515487
09565095
09574622
09579084
09594112
09596425
09616588
09626784
09630024
09691874
09728575

# RECORDATION FORM COVER SHEET – CONTINUATION OF ITEM 4

Patent Application Numbers
09730376
09738934
09766875
09771929
09772176
09772200
09773251
09773252
09773253
09773254
09773255
09773277
09773364
09773377
09774534
09774545
09775304
09775305
09776396
09776397
09776558
09777555
09777557
09778474
09778478
09789476
09791503
09792410
09792637
09792870
09802128
09820204
09823288
09826060
09841695
09845133
09845240
09845241
09846693
09847056
09847065
09847859
09847860
09847865
09850531



# RECORDATION FORM COVER SHEET - CONTINUATION OF ITEM 4

Patent Application Numbers
09852598
09859001
09861296
09871154
09876843
09879807
09898514
09942257
09952198
09997621
09997732
09997733
09999172
10119522
10137116
10146501
10166576
10170015
10171080
10171378
10179121
10196569
10234036
10266079
10282928
10282955
10288256
10292384
10302797
10339183
10341528
10345791
10345810
10348202
10350308
10350309
10357276
10358082
10378565
10386364
10386392
10386393
10390531
10401115
10409031

# RECORDATION FORM COVER SHEET – CONTINUATION OF ITEM 4

Patent Application Numbers
10429183
10434437
10435927
10441977
10444322
10462569
10462582
10601180
10634148
10664413
10675563
10675583
10691198
10717995
10744912
10755874
10761130
10767016
10767326
10763788
10764196
60050277
60050338
60100995
60116292
60180598
60180925
60181071
60184223
60184363
60184364
60184365
60184754
60219789
60221751
60226696
60234485
60234609
60234610
60250908
60251148
60269024
60282936
60288927
60297839

# **RECORDATION FORM COVER SHEET – CONTINUATION OF ITEM 4**

<b>Patent Application Numbers</b>
60297925
60297987
60306062
60345412
60346511
60346525
60346527
60350569
60350835
60350904
60353249
60361418
60363144
60363214
60363227
60363669
60365140
60377458
60377911
60378156
60378157
60378697
60378698
60378903
60378908
60389477
60390091
60390093
60390094
60411570
60414946
60414947
60415265
60415847
60419431
60427847
60466535
60479640
60479701
60489149
60507330



## INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and entered into as of July 30<sup>th</sup>, 2003, by and between Tantivy Communications, Inc., (the "Assignor") and InterDigital Acquisition Corp., (the "Assignee").

### WITNESSETH:

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement of even date herewith (the "Purchase Agreement") providing for the sale by Assignor of assets owned by Assignor including certain intellectual property;

WHEREAS, Assignor agrees in the Purchase Agreement to irrevocably assign to Assignee Assignor's entire right, title and interest in and to the Intellectual Property (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound:

### Definitions

The following definitions shall apply to this Assignment:

"Copyrights" shall mean all United States or foreign copyrights, copyrightable works and maskworks, whether registered or unregistered and pending applications to register the same and any other works of authorship owned by Assignor, whether registered or unregistered, databases, and semiconductor chip/mask works, including any United States and foreign registrations for, or applications to register, any of the foregoing, and all moral rights thereto under the laws of any jurisdiction.

"Intellectual Property" shall mean all Copyrights, Patent Rights, Trademarks and Trade Secrets, including but not limited to the name "Tantivy," all domain names owned by Assignor and the content of all websites owned by Assignor.

"Patents" shall mean all United States and foreign patents, patent registrations, patent applications, rights to technical information or technologies or know-how, continuations, continuations-in-part, divisions, renewals, revisions, extensions, reexaminations, reissues, patent disclosures, inventions (whether patentable or not, or whether reduced to writing or not) or improvements thereto and foreign counterparts to any of the foregoing owned by Assignor.

"Trademarks" shall mean all United States, state and foreign trademarks, service marks, logos, designs, slogans, package designs, product designs, assumed names, trade dress and trade names, whether registered or unregistered, domain names and pending applications to register the foregoing owned by Assignor.

"Trade Secrets" shall mean all United States and foreign proprietary processes, technologies, inventions, improvements, technical information, confidential ideas, trade secrets, know-how, concepts, methods, processes, formulae, reports, data, customer lists, mailing lists, business plans and other proprietary information of the Assignor, including without limitation the design, development, manufacture, and use thereof.

#### COPYRIGHTS

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name;

2. Assignee hereby accepts the foregoing assignment but shall not assume any liabilities, debts and obligations associated with the Copyrights, except for obligations for fees to maintain registrations or continue to prosecute Copyrights;

3. Assignor agrees that, if applicable, it will reasonably assist Assignee in acquiring and maintaining copyright protection for, and confirming Assignee's title to, the Copyrights, at Assignee's sole expense.

#### TRADEMARKS

4. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name;

5. Assignee hereby accepts the foregoing assignment but shall not assume any liabilities, debts and obligations associated with the Trademarks, except for obligations for fees to maintain registrations or continue to prosecute Trademarks;

6. Assignor shall cooperate with Assignee, at Assignee's sole expense, in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars;

## PATENTS

7. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name;

8. Assignee hereby accepts the foregoing assignment but shall not assume any liabilities, debts and obligations associated with the Patents, except for obligations for fees to maintain registrations or continue to prosecute Patents;

9. Assignor shall cooperate with Assignee, at Assignee's sole expense, in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Patents with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices;

## TRADE SECRETS

10. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trade Secrets, including but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name;

11. Assignee hereby accepts the foregoing assignment but shall not assume any liabilities, debts and obligations associated with the Trade Secrets;

12. Assignor agrees that, if applicable, it will reasonably assist Assignee in acquiring and maintaining any available protections for, and confirming Assignee's title to, the Trade Secrets, at Assignee's sole expense;

## GENERAL

13. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns;

14. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Delaware;

15. This Assignment, the Purchase Agreement and the Transaction Documents (as defined in the Purchase Agreement) contain the entire agreement and understanding of the parties relating to the subject matter hereof, and merge and supersede all prior and contemporaneous discussions, agreements and understandings of every nature between the parties relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties; and

16. This Assignment may be executed by facsimile and in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*The remainder of the page is intentionally blank. Signature pages follow.*

IN WITNESS WHEREOF, the parties to this Assignment have duly executed it as of the date set forth above.

**ASSIGNEE:**

INTERDIGITAL ACQUISITION CORP.

By: [Signature]  
Name: William J. Minitt  
Title: President

**ASSIGNOR:**

TANTIVY COMMUNICATIONS, INC.

By: [Signature]  
Name: Lisa Kolb  
Title: President and  
Chief Administrative Officer

**ACKNOWLEDGMENT**

STATE OF Delaware :  
COUNTY OF New Castle : ss.

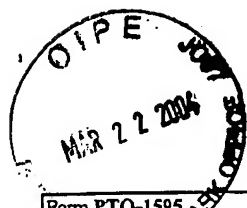
Lisa Kolb, being duly sworn, acknowledges that she is the President of TANTIVY COMMUNICATIONS, INC., a Delaware corporation, and acknowledges that she did sign the Intellectual Property Rights Assignment on behalf of TANTIVY COMMUNICATIONS, INC., pursuant to due authority.

Sworn to and subscribed  
before me this 30 day  
of July, 2003.

[Signature]  
Notary Public

My commission expires TA T. BUXBAUM  
NOTARY PUBLIC  
(SEAL) STATE OF DELAWARE  
Commission Expires Dec. 28, 2006





COPY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

<b>1. Name of conveying party(ies):</b> InterDigital Acquisition Corp.  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Name: <u>InterDigital Patent Corporation</u> Internal Address: _____ Street Address: _____  300 Delaware Avenue Suite 527  City: <u>Wilmington</u> State: <u>DE</u> Zip: <u>19801</u> Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>3. Nature of Conveyance:</b> <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>February 18, 2004</u>	

<b>4. Application number(s) or patent number(s):</b> If this document is being filed together with a new application, the execution date of the new application is: _____ A. Patent Application No.(s): <u>See attached sheets</u> B. Patent No.(s): <u>See attached sheets</u>  Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
--	--

<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Mary Anne Schofield</u> <u>FULBRIGHT &amp; JAWORSKI L.L.P.</u> Internal Address: <u>Atty. Dkt.: 301.060</u> Street Address: <u>801 Pennsylvania Avenue, N.W.</u>  City: <u>Washington</u> State: <u>DC</u> Zip: <u>20004-2623</u>	<b>6. Total number of applications and patents involved:</b> <u>248</u> <b>7. Total fee (37 CFR 3.41)</b> \$ <u>9,920.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed) <b>8. Deposit account number:</b> <u>06-2375 (Atty. Dkt. No. 301.060)</u> (Attach duplicate copy of this page if paying by deposit account)
---	--

DO NOT USE THIS SPACE

**9. Statement and signature.**  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Mary Anne Schofield February 26, 2004  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 8

**RECORDATION FORM COVER SHEET - CONTINUATION OF ITEM 4**

Patent Numbers
6081536
6100843
6151332
6212220
6222832
6236647
6239756
6301291
6304214
6362790
6369770
6369771
6388999
6396456
6400317
6404386
6417806
6421336
6448938
6452913
6456835
6463074
6473036
6476773
6480157
6515635
6518920
6526034
6526281
6542481
6545990
6545994
6553032
6563809
6600456
6606057
6614776
6678260

# **RECORDATION FORM COVER SHEET – CONTINUATION OF ITEM 4**

<b>Filed United States Applications</b>
<b>Inventors:</b> Thomas Gorsuch and Carlo Amalfitano <b>Title:</b> <i>Dynamic Bandwidth Allocation to Transmit Wireless Protocol Across a Code Division Multiple Access (CDMA) Radio Link</i> <b>Filed:</b> 02/11/04; Continuation of 10/345,791 <b>Attorney Docket No.</b> 55302 CON5
<b>Inventors:</b> Thomas Gorsuch and Carlo Amalfitano <b>Title:</b> <i>Dynamic Bandwidth Allocation to Transmit Wireless Protocol Across a Code Division Multiple Access (CDMA) Radio Link</i> <b>Filed:</b> 02/11/04; Continuation of 10/345,791 <b>Attorney Docket No.</b> 55302 CON6

<b>Patent Application Numbers</b>
08992759
08992760
09088413
09088527
09158421
09210117
09263358
09288229
09301483
09301484
09313684
09328663
09384041
09384072
09388000
09400136
09443730
09447022
09467353
09482241
09497440
09515487
09565095
09574622
09579084
09594112
09596425
09616588
09626784
09630024
09691874
09728575

# **RECORDATION FORM COVER SHEET – CONTINUATION OF ITEM 4**

<b>Patent Application Numbers</b>
09730376
09738934
09766875
09771929
09772176
09772200
09773251
09773252
09773253
09773254
09773255
09773277
09773364
09773377
09774534
09774545
09775304
09775305
09776396
09776397
09776558
09777555
09777557
09778474
09778478
09789476
09791503
09792410
09792637
09792870
09802128
09820204
09823288
09826060
09841695
09845133
09845240
09845241
09846693
09847056
09847065
09847859
09847860
09847865
09850531

# **RECORDATION FORM COVER SHEET – CONTINUATION OF ITEM 4**

<b>Patent Application Numbers</b>
09852598
09859001
09861296
09871154
09876843
09879807
09898514
09942257
09952198
09997621
09997732
09997733
09999172
10119522
10137116
10146501
10166576
10170015
10171080
10171378
10179121
10196569
10234036
10266079
10282928
10282955
10288256
10292384
10302797
10339183
10341528
10345791
10345810
10348202
10350308
10350309
10357276
10358082
10378565
10386364
10386392
10386393
10390531
10401115
10409031

# **RECORDATION FORM COVER SHEET – CONTINUATION OF ITEM 4**

<b>Patent Application Numbers</b>
10429183
10434437
10435927
10441977
10444322
10462569
10462582
10601180
10634148
10664413
10675563
10675583
10691198
10717995
10744912
10755874
10761130
10767016
10767326
10763788
10764196
60050277
60050338
60100995
60116292
60180598
60180925
60181071
60184223
60184363
60184364
60184365
60184754
60219789
60221751
60226696
60234485
60234609
60234610
60250908
60251148
60269024
60282936
60288927
60297839

# RECORDATION FORM COVER SHEET - CONTINUATION OF ITEM 4

Patent Application Numbers
60297925
60297987
60306062
60345412
60346511
60346525
60346527
60350569
60350835
60350904
60353249
60361418
60363144
60363214
60363227
60363669
60365140
60377458
60377911
60378156
60378157
60378697
60378698
60378903
60378908
60389477
60390091
60390093
60390094
60411570
60414946
60414947
60415265
60415847
60419431
60427847
60466535
60479640
60479701
60489149
60507330

**CERTIFICATE OF MERGER  
OF  
INTERDIGITAL ACQUISITION CORP.  
AND  
IPR HOLDINGS DELAWARE, INC.  
INTO  
INTERDIGITAL PATENT CORPORATION**

Pursuant to Title 8, Section 251(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

**FIRST:** The name of the surviving corporation is InterDigital Patent Corporation, a Delaware corporation and the name of the corporations being merged into this surviving corporation are InterDigital Acquisition Corp., a Delaware corporation and IPR Holdings Delaware, Inc., a Delaware corporation.

**SECOND:** The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations.

**THIRD:** The name of the surviving corporation is InterDigital Patent Corporation, a Delaware corporation.


**FOURTH:** The certificate of incorporation of InterDigital Patent Corporation shall be the certificate of incorporation of the surviving corporation.

**FIFTH:** The Agreement and Plan of Merger is on file at 300 Delaware Avenue, Suite 527, Wilmington, Delaware 19801, the place of business of the surviving corporation.

**SIXTH:** A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

**IN WITNESS WHEREOF,** said surviving corporation has caused this certificate to be signed by an authorized officer, the 18<sup>th</sup> day of February, 2004.

**INTERDIGITAL PATENT CORPORATION**

By:   
Name: William J. Merritt  
Title: President





COPY

Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof					
1. Name of conveying party(ies): InterDigital Patent Corporation  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>Tantivy Communications, Inc.</u> Internal Address: _____ Street Address: _____  300 Delaware Avenue Suite 527  City: <u>Wilmington</u> State: <u>DE</u> Zip: <u>19801</u> Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>February 28, 2004</u>					
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the new application is: _____ A. Patent Application No.(s): <u>09/730,376, 09/997,732, 09/997,733, 10/171,080, 10/171,378, 10/179,121, 10/345,810, 10/409,031, 10/634,148, 10/755,874, 10/761,130, 10/767,016, 10/767,326, 10/345,791, 10/763,788, and 10/764,196 - (Also see attached)</u> Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Mary Anne Schofield</u> <u>FULBRIGHT &amp; JAWORSKI L.L.P.</u> Internal Address: <u>Atty. Dkt.: 301.060</u> Street Address: _____ <u>801 Pennsylvania Avenue, N.W.</u>  City: <u>Washington</u> State: <u>DC</u> Zip: <u>20004-2623</u>			6. Total number of applications and patents involved: <u>29</u> 7. Total fee (37 CFR 3.41) \$ <u>1,160.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed) 8. Deposit account number: _____ <u>06-2375</u> (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>  <u>Mary Anne Schofield</u> <u><i>Mary Anne Schofield</i></u> <u>February 26, 2004</u> Name of Person Signing Signature Date  Total number of pages including cover sheet, attachments, and documents: <u>6</u>					

Recordation Form Cover Sheet	
I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. ER147060265US, in an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.	
Dated: February _____, 2004	Signature: _____ Printed Name: _____

**Recordation Form Cover Sheet - Continuation of Item 4**

<b>Filed United States Applications</b>
<p>Inventors: Thomas Gorsuch and Carlo Amalfitano Title: <i>Dynamic Bandwidth Allocation to Transmit Wireless Protocol Across a Code Division Multiple Access (CDMA) Radio Link</i> Filed: 02/11/04 Continuation of 10/345,791 Attorney Docket No. 55302 CON5</p>
<p>Inventors: Thomas Gorsuch and Carlo Amalfitano Title: <i>Dynamic Bandwidth Allocation to Transmit Wireless Protocol Across a Code Division Multiple Access (CDMA) Radio Link</i> Filed: 02/11/04 Continuation of 10/345,791 Attorney Docket No. 55302 CON6</p>

<b>Assignment</b>	
I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. ER147061190US, in an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, Virginia 22313-1450, on the date shown below.	
Dated: _____	Signature: _____ (Printed Name)

### PATENT ASSIGNMENT

**WHEREAS**, InterDigital Patent Corporation, a Delaware corporation having a place of business at 300 Delaware Avenue, Suite 527, Wilmington, DE 19801 ("Assignor") is the owner of the entire right, title, and interest in and to the patent properties listed on Schedule A (the "Scheduled Patent Properties"); and

**WHEREAS**, Tantivy ~~Corporation~~ <sup>Communications, Inc.</sup>, a Delaware corporation having a place of business at 300 Delaware Avenue, Suite 527, Wilmington, DE 19801 ("Assignee"), is desirous of acquiring the entire right, title, and interest in and to the Scheduled Patent Properties and the additional patent properties identified below, all of said patent properties being referred to herein as the "Assigned Patent Properties;"

**NOW, THEREFORE**, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby SELL, ASSIGN, and CONVEY unto Assignee all right, title, and interest throughout the world in and to:

1. Said Scheduled Patent Properties;
2. All inventions disclosed by the Scheduled Patent Properties;
3. All patents and like protection that have now been or may in the future be granted and that claim the inventions disclosed by the said Scheduled Patent Properties, whether in the United States of America or in any other country or place anywhere in the world;

4. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, and the like of said Scheduled Patent Properties and like grants, including without limitation, those obtained or permissible under past, present, and future law or statutes;

5. The right to Assignee to file in its name applications for patents and like protection for said Scheduled Patent Properties in any country or countries foreign to the United States;

6. All international rights or priority associated with said Scheduled Patent Properties (said Scheduled Patent Properties and any and all rights, including patents and patent applications, covered by Items No. 2-6 hereof collectively referred to herein as the "Assigned Patent Properties");

7. All rights of action on account of past, present, and future unauthorized use of said Assigned Patent Properties and for infringement of said patents and like protection; and

8. All past, present, and future rights of recovery for unauthorized use of said Assigned Patent Properties under any provisional rights or like protection;

The U.S. Commissioner of Patents and Trademarks and any and all similarly situated officials in other countries are hereby requested to issue Letters Patent in accordance with this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives and Assignor has delivered this instrument to Assignee effective the 25<sup>th</sup> day of February, 2004.

ASSIGNOR: InterDigital Patent CorporationToday's Date: 2/25/04By: [Signature]  
William J. MERRITTTitle: PresidentState of DelawareCounty of New Castle) SS.:  
)

On 2/25/04 before me, Jana Pearson, Notary Public,  
personally appeared William J. Merritt, personally known or proved to me on the basis  
of satisfactory evidence to be the person whose name is subscribed to the within instrument and  
acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her  
signature on the instrument the person, or the entity upon behalf of which the person acted, executed the  
instrument.

Witness my hand and official seal.

[Signature]  
Notary PublicJANA R. PEARSON  
NOTARY PUBLIC

ASSIGNEE:

Tantivy Corporation  
Communications, Inc.

STATE OF DELAWARE

My commission expires Aug. 3, 2006

Today's Date: 2/25/04By: [Signature]  
William J. MERRITTTitle: PresidentState of DelawareCounty of New Castle) SS.:  
)

On 2/25/04 before me, Jana Pearson, Notary Public,  
personally appeared William J. Merritt, personally known or proved to me on the basis  
of satisfactory evidence to be the person whose name is subscribed to the within instrument and  
acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her  
signature on the instrument the person, or the entity upon behalf of which the person acted, executed the  
instrument.

Witness my hand and official seal.

[Signature]  
Notary PublicJANA R. PEARSON  
NOTARY PUBLIC  
STATE OF DELAWARE  
My commission expires Aug. 3, 2006

**SCHEDULE A: SCHEDULED PATENT PROPERTIES**

<b>United States Patent Nos.</b>
6,081,536
6,151,332
6,222,832
6,236,647
6,388,999
6,452,913
6,526,281
6,542,481
6,545,990
6,614,776
6,678,260
<b>Filed United States Applications</b>
Inventors: Thomas Gorsuch and Carlo Amalfitano Title: <i>Dynamic Bandwidth Allocation to Transmit Wireless Protocol Across a Code Division Multiple Access (CDMA) Radio Link</i> , Filed: 02/11/04 Continuation of 10/345,791 Attorney Docket No. 55302 CON5
Inventors: Thomas Gorsuch and Carlo Amalfitano Title: <i>Dynamic Bandwidth Allocation to Transmit Wireless Protocol Across a Code Division Multiple Access (CDMA) Radio Link</i> , Filed: 02/11/04 Continuation of 10/345,791 Attorney Docket No. 55302 CON6
<b>United States Patent Application Serial Nos.</b>
09/730,376
09/997,732
09/997,733
10/171,080
10/171,378
10/179,121
10/345,791
10/345,810
10/409,031
10/634,148
10/755,874
10/761,130
10/763,788
10/764,196
10/767,016
10/767,326